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ORIGINAL

June 1, 1998

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 980281-TP MCI Complaint**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Jerry D. Hendrix, W. Keith Milner, and William N. Stacy, which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

*Nancy B. White (ke)*

Nancy B. White

- ACK
- AFA
- APP
- CAF
- CMU  *Suzanne*
- CTR
- EAG  NBW/vf
- LEG  *1*
- LIN  *Stacy*
- OPC
- RCH
- SEC  *1*
- WAS
- OTH

cc: All parties of record  
A. M. Lombardo  
R. G. Beatty  
William J. Ellenberg II

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

05894 JUN-1 98

FPSC-RECORDS/REPORTING

*Stacy*  
DOCUMENT NUMBER-DATE

05896 JUN-1 98

FPSC-RECORDS/REPORTING

*Milner*  
DOCUMENT NUMBER-DATE

05895 JUN-1 98

FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE**  
**Docket No. 980281-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served  
by U.S. Mail this 1st day of June, 1998 to the following:

Beth Keating  
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Tallahassee, FL 32399-0850

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Nancy B. White (ka)  
Nancy B. White

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BELLSOUTH TELECOMMUNICATIONS, INC.  
TESTIMONY OF JERRY HENDRIX  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 980281-TP  
June 1, 1998

Q. PLEASE STATE YOUR NAME AND COMPANY NAME AND ADDRESS.

A. My name is Jerry Hendrix. I am employed by BellSouth Telecommunications, Inc. as Director - Interconnection Services Pricing. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Morehouse College in Atlanta, Georgia in 1975 with a Bachelor of Arts Degree. I began employment with Southern Bell in 1979 and have held various positions in the Network Distribution Department before joining the BellSouth Headquarters Regulatory organization in 1985. On January 1, 1996 my responsibilities moved to Interconnection Services Pricing in the Interconnection Customer Business Unit .

1 Q. HAVE YOU TESTIFIED PREVIOUSLY?

2

3 A. Yes. I have testified in proceedings before the Alabama, Florida,  
4 Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and  
5 Tennessee Public Service Commissions and the North Carolina Utilities  
6 Commission.

7

8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9

10 A. The purpose of my testimony is to address the MCImetro Access  
11 Transmission Services, Inc. (hereinafter referred to as "MCI")  
12 complaint filed with the Florida Public Service Commission which  
13 alleges failure by BellSouth to comply with the Parties' Interconnection  
14 Agreement. Specifically, I will address the contractual requirements  
15 for each issue. I will address issues (11) Recorded Usage Data, and  
16 (12) Directory Listing information fully.

17

18

19 Q. SEVERAL OF THE ISSUES IN THIS PROCEEDING CENTER ON  
20 PARITY FOR ACCESS TO UNBUNDLED NETWORK ELEMENTS.  
21 WHAT DOES THE TELECOMMUNICATIONS ACT OF 1996  
22 REQUIRE?

23

24 A. In Section 251 Interconnection (c)(3) UNBUNDLED ACCESS of the  
25 Act, BellSouth has "The duty to provide, to any requesting

1        **telecommunications carrier for the provision of a telecommunications**  
2        **service, nondiscriminatory access to network elements on an**  
3        **unbundled basis at any technically feasible point on rates, terms, and**  
4        **conditions that are just, reasonable, and nondiscriminatory in**  
5        **accordance with the terms and conditions of the agreement and the**  
6        **requirements of this section and section 252. An incumbent local**  
7        **exchange carrier shall provide such unbundled network elements in a**  
8        **manner that allows requesting carriers to combine such elements in**  
9        **order to provide such telecommunications service."**

10  
11

12 **Issue No. 1**

13        **HAS BELLSOUTH PROVIDED MCIMETRO WITH INFORMATION**  
14        **ABOUT BELLSOUTH'S OSS AND RELATED DATABASES IN**  
15        **COMPLIANCE WITH THE TELECOMMUNICATIONS ACT OF 1996**  
16        **AND THE PARTIES' INTERCONNECTION AGREEMENT? IF NO,**  
17        **WHAT ACTION, IF ANY, SHOULD THE COMMISSION TAKE?**

18

19 **Q. DOES THE INTERCONNECTION AGREEMENT BETWEEN**  
20 **MCIMETRO AND BELLSOUTH ADDRESS THE PROVISION OF**  
21 **OPERATIONS SUPPORT SYSTEMS (OSS)?**

22

23 **A. Yes. Part A, Section 13.3 of the Agreement (Exhibit JDH-1) states**  
24 **"BellSouth agrees that it will provide to MCIm on a nondiscriminatory**  
25 **basis...the operations support systems as set forth in the Agreement.**

1       BellSouth further agrees that these services, or their functional  
2       components, will contain all the same features, functions and  
3       capabilities and be provided at a level of quality at least equal to that  
4       which it provides to itself or its Affiliates.”

5  
6       In Section 13.8 “BellSouth agrees that order entry, provisioning,  
7       installation, trouble resolution, maintenance, billing and service quality  
8       with respect to Local Resale will be provided at least as expeditiously  
9       as BellSouth provides for itself or for its own retail local service or to  
10      others, or to its Affiliates, and that it will provide such services to MCI  
11      in a competitively neutral fashion.”

12  
13      In Attachment VIII, Section 2.3.1.3 (Exhibit JDH-2), “BellSouth and  
14      MCI shall agree on and implement interim solutions for each interface  
15      within thirty (30) days after the Effective Date of this Agreement, unless  
16      otherwise specified in Exhibit A of this Attachment. The interim  
17      interface(s) shall, at a minimum, provide MCI the same functionality  
18      and level of service as is currently provided by the electronic interfaces  
19      used by BellSouth for its own systems, users, or subscribers.”

20  
21      Additionally, at Section 5.1.1.1 of this same Attachment (Exhibit JDH-3)  
22      it states that “.....BellSouth shall provide necessary maintenance  
23      business process support as well as those technical and systems  
24      interfaces required to enable MCI to provide at least the same level  
25      and quality of service ..” At 5.1.1.2 the agreement states “Until an

1       **Electronic Interface is available, BellSouth shall provide access**  
2       **numbers to the state specific TRC....”**

3

4       **Mr. Stacy addresses the various ways BellSouth provides MCI**  
5       **access to the Operational Support Systems for pre-ordering, ordering,**  
6       **number reservation, trouble reporting, and maintenance activities.**

7

8

9       **Issue No. 2**

10       **HAS BELLSOUTH PROVIDED MCIMETRO WITH STREET ADDRESS**  
11       **GUIDE (SAG) DATA IN COMPLIANCE WITH THE**  
12       **TELECOMMUNICATIONS ACT OF 1996, AND THE PARTIES’**  
13       **INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,**  
14       **SHOULD THE COMMISSION TAKE?**

15

16       **Q. DOES THE AGREEMENT BETWEEN THE PARTIES ADDRESS THE**  
17       **STREET ADDRESS GUIDE (SAG)?**

18

19       **A. Yes. Attachment VIII, Section 2.1.3.1 of the Agreement (Exhibit JDH-4)**  
20       **states, “Within thirty (30) days after the Effective Date of this**  
21       **Agreement, BellSouth shall provide to MCI the SAG data, or its**  
22       **equivalent, in electronic form. All changes to the SAG shall be made**  
23       **available to MCI on the same day as the change to the data is made.”**  
24       **Section 2.3.2.5 of Attachment VIII (Exhibit JDH-5) states “At MCI’s**  
25       **option, BellSouth will provide MCI the capability to validate addresses**

1 by access to BellSouth's Regional Street Address Guide (RSAG) via  
2 dial-up or LAN to WAN access. Implementation time frames will be  
3 negotiated between the parties."  
4

5 In his testimony, Mr. Stacy describes how an ALEC may access the  
6 Street Address Guide and the information available there via LENS  
7 and/or EC Lite.  
8  
9

10 Issue No. 3

11 HAS BELLSOUTH PROVIDED MCIMETRO WITH THE DUE DATE  
12 CALCULATION FOR A SERVICE ORDER REQUEST FROM A  
13 CUSTOMER IN COMPLIANCE WITH THE TELECOMMUNICATIONS  
14 ACT OF 1996 AND THE PARTIES' INTERCONNECTION  
15 AGREEMENT? IF NO, WHAT ACTION, IF ANY, SHOULD THE  
16 COMMISSION TAKE?  
17

18 Q. IS THE ABILITY TO CALCULATE DUE DATES ON SERVICE  
19 ORDERS ADDRESSED IN THE AGREEMENT?  
20

21 A. Yes. Attachment VIII, Section 2.2.4.3, Service Order Process  
22 Requirements, Desired Due Date (Exhibit JDH-6) says, "BellSouth shall  
23 supply MCIIm with due date intervals to be used by MCIIm personnel to  
24 determine service installation dates."  
25



1       **Mr. Stacy explains the current procedures available to MCI to obtain**  
2       **due dates for their end user orders.**

3

4

5       **Issue No. 4**

6       **HAS BELLSOUTH PROVIDED MCIMETRO WITH ACCESS TO**  
7       **TELEPHONE NUMBERS AND TELEPHONE NUMBER**  
8       **INFORMATION IN COMPLIANCE WITH THE**  
9       **TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'**  
10       **INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,**  
11       **SHOULD THE COMMISSION TAKE?**

12

13       **Q.    WHAT PROVISIONS DOES THE AGREEMENT MAKE IN REGARD**  
14       **TO MCIMETRO'S ACCESS TO TELEPHONE NUMBERS AND**  
15       **TELEPHONE NUMBER INFORMATION?**

16

17       **A.    In Part A, Section 13.5 (Exhibit JDH-7) BellSouth agrees to "provide**  
18       **nondiscriminatory access to telephone numbers for as long as**  
19       **BellSouth remains the code administrator of the North American**  
20       **Numbering Plan." An entire Subsection, 2.1.8 Number**  
21       **Administration/Number Reservations in Attachment VIII, is responsive**  
22       **to this issue. I have attached this section to my testimony as Exhibit**  
23       **JDH-8.**

24

25

1           MCIIm has the ability to reserve their own telephone numbers today and  
2           Mr. Stacy's testimony refers to those procedures.

3

4

5   **Issue No. 5**

6           HAS BELLSOUTH PROVIDED MCIMETRO WITH ACCESS TO  
7           UNIVERSAL SERVICE ORDER CODES (USOCs) IN COMPLIANCE  
8           WITH THE TELECOMMUNICATIONS ACT OF 1996 AND THE  
9           PARTIES' INTERCONNECTION AGREEMENT? IF NO, WHAT  
10          ACTION, IF ANY, SHOULD THE COMMISSION TAKE?

11

12   **Q.**    WERE UNIVERSAL SERVICE ORDER CODES (USOCs)  
13          ADDRESSED IN THE AGREEMENT?

14

15   **A.**    No. Universal (or Uniform) Service Order Codes (USOCs) are not  
16          discussed in the Interconnection Agreement reached between the  
17          parties. Mr. Stacy elaborates on the various ways MCIIm and other  
18          ALECs can locate USOCs.

19

20

21   **Issue No. 6**

22          HAS BELLSOUTH PROVIDED MCIMETRO WITH CUSTOMER  
23          SERVICE RECORD (CSR) INFORMATION IN COMPLIANCE WITH  
24          THE TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

25

1 INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,  
2 SHOULD THE COMMISSION TAKE?

3

4 Q. DOES THE AGREEMENT ADDRESS INFORMATION ON  
5 CUSTOMER SERVICE RECORDS (CSRs)?

6

7 A. Yes, for resold services. Section 2.3.2.3.1.2 of Attachment VIII  
8 (Exhibit JDH-9) states "BellSouth shall provide MCIIm with CSR  
9 information, which may include CPNI, for preordering and ordering  
10 purposes, to the extent that BellSouth provides such information to  
11 other carriers, and upon the same terms and conditions that BellSouth  
12 uses for providing the same information to other carriers." The  
13 agreement also describes the subscriber profile information as listed  
14 name, billing and service addresses, billed telephone number(s), and  
15 identification of features and services on the subscriber's account(s).

16

17 Mr. Stacy describes how MCIIm obtains customer service record  
18 information.

19

20

21 **Issue No. 7**

22 HAS BELLSOUTH PROVIDED MCIMETRO WITH SERVICE  
23 JEODARDY NOTIFICATION IN COMPLIANCE WITH THE  
24 TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

25

1 INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,  
2 SHOULD THE COMMISSION TAKE?

3

4 Q. IS BELLSOUTH REQUIRED TO NOTIFY MCIMETRO OF SERVICE  
5 ORDERS IN JEOPARDY?

6

7 A. Yes. Attachment VIII, Section 2.2.9.1 (Exhibit JDH-10) states that  
8 "BellSouth shall provide to MCIIm notification of any jeopardy situations  
9 prior to the Committed Due Date, missed appointments and any other  
10 delay or problem in completing work specified on MCIIm's service order  
11 as detailed on the FOC."

12

13 The methods for notifying MCIIm of jeopardy situations, missed  
14 appointments, and other service order problems are addressed by Mr.  
15 Stacy.

16

17

18 Issue No. 8

19 HAS BELLSOUTH PROVIDED MCIMETRO WITH FIRM ORDER  
20 CONFIRMATION (FOCs) IN COMPLIANCE WITH THE  
21 TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'  
22 INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,  
23 SHOULD THE COMMISSION TAKE?

24

25

1 Q. WHAT DOES THE AGREEMENT STATE RELATIVE TO FIRM  
2 ORDER CONFIRMATIONS (FOCs)?

3

4 A. Attachment VIII, Section 2.2.6 (Exhibit JDH-11) requires "BellSouth  
5 provide to MCI, via an electronic interface, a Firm Order Confirmation  
6 (FOC) for each MCI order provided electronically." Additionally,  
7 Performance Measurement targets for Firm Order Confirmation for  
8 manual orders (within 24 hours = 99%) and electronic orders (within 4  
9 hours = 99%) are provided for in Section 2.5.3.1 (Exhibit JDH-12).

10

11 Mr. Milner details how BellSouth provides FOCs to MCI in his  
12 testimony.

13

14

15 Issue No. 9

16 HAS BELLSOUTH PROVIDED MCIMETRO WITH NETWORK  
17 BLOCKAGE MEASUREMENT INFORMATION IN COMPLIANCE  
18 WITH THE TELECOMMUNICATIONS ACT OF 1996 AND THE  
19 PARTIES' INTERCONNECTION AGREEMENT? IF NO, WHAT  
20 ACTION, IF ANY, SHOULD THE COMMISSION TAKE?

21

22 Q. IS BELLSOUTH REQUIRED TO PROVIDE MCIMETRO WITH  
23 NETWORK BLOCKAGE MEASUREMENT INFORMATION PER THE  
24 AGREEMENT?

25

1 A. Yes. Attachment IV, Section 4.2.1(Exhibit JDH-13) states, "A blocking  
2 standard of one percent (.01) during the average busy hour, as defined  
3 by each party's standards, for final trunk groups between a MCI end  
4 office and a BellSouth access tandem carrying meet point traffic shall  
5 be maintained. All other final trunk groups are to be engineered with a  
6 blocking standard of one percent (.01). Direct end office trunk groups  
7 are to be engineered with a blocking standard of one percent (.01).  
8 The blocking standard of one half of one percent (.005) will be used on  
9 trunk groups carrying interlata traffic."

10

11 Additionally, Section 4.2.2 states "For trunks carrying MCI interlata  
12 traffic, MCI may request BellSouth to report trunk group service  
13 performance and blocking standards to the industry."

14

15 Mr. Stacy addresses MCI's request for network blockage  
16 measurement information.

17

18

19 Issue No. 10

20 HAS BELLSOUTH PROVIDED MCIMETRO WITH LOCAL TANDEM  
21 INTERCONNECTION INFORMATION IN COMPLIANCE WITH THE  
22 TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'  
23 INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,  
24 SHOULD THE COMMISSION TAKE?

25

1 Q. DOES THE AGREEMENT BETWEEN BELLSOUTH AND MCIMETRO  
2 ADDRESS LOCAL TANDEM INTERCONNECTION INFORMATION?

3

4 A. Not specifically. The agreement describes the "Interconnection Point"  
5 or "IP" as the physical point that establishes technical interface, test  
6 point and operational responsibility hand-off between MCI and  
7 BellSouth. It further states that "MCI shall designate at least one IP  
8 in the LATA in which MCI originates local traffic and interconnects  
9 with BellSouth. Upon MCI's request for additional points of  
10 interconnection, BellSouth will interconnect with MCI at any  
11 Technically Feasible point on BellSouth's network of MCI's choosing  
12 using the same technical configuration or using other arrangements,  
13 including but not limited to mutually agreed upon mid-span fiber meets,  
14 entrance facilities, telco closets, and physical or virtual collocation."

15

16 Mr. Milner clarifies MCI's request regarding local tandem  
17 interconnection and explains how they would access that information.

18

19

20 Issue No. 11

21 HAS BELLSOUTH PROVIDED MCIMETRO WITH RECORDED  
22 USAGE DATA IN COMPLIANCE WITH THE  
23 TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'  
24 INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,  
25 SHOULD THE COMMISSION TAKE?

1 Q. WHAT PROVISIONS DOES THE AGREEMENT MAKE IN  
2 REFERENCE TO FLAT-RATE USAGE DATA?

3

4 A. None. In Attachment VIII, Section 4, Provision of Subscriber Usage  
5 Data (Exhibit JDH-14), the agreement states "BellSouth shall comply  
6 with BellSouth EMR industry standards in delivering customer usage  
7 data to MCI" (4.1.1.1), and "BellSouth shall provide MCI with  
8 unrated EMR records associated with all billable intraLATA toll and  
9 local usage which they record on lines purchased by MCI for resale"  
10 (4.2.1.1).

11

12 Q. WHAT ARE EMR STANDARDS?

13

14 A. EMR stands for Exchange Message Records. These records are used  
15 by telecommunications companies throughout the United States to  
16 exchange billing information for meet point billing arrangements, calling  
17 card and toll calls and, in this case, to provide details for billable usage  
18 events associated with services offered to ALECs for resale and  
19 unbundled network elements. The detail specifications (or standards)  
20 which govern how the EMR records are formatted, transmitted and  
21 controlled are set by the Alliance for Telecommunications Industry  
22 Solutions (ATIS) organization. ATIS has membership from across the  
23 industry including BellSouth and MCI.

24

25



1 Q. HAS BELLSOUTH PROVIDED MCIMETRO WITH RECORDED  
2 USAGE DATA IN COMPLIANCE WITH THE PARTIES'  
3 INTERCONNECTION AGREEMENT?  
4

5 A. Yes. BellSouth has provided all billable messages which they record  
6 on MCI's customer lines via the Optional Daily Usage File (ODUF) as  
7 required. This file has been transmitted daily to MCI since August,  
8 1997 and currently includes around 6,100 usage records per month in  
9 Florida . In Docket No. 971140-TP, the Commission required  
10 BellSouth to "provide MCI with switched access usage data  
11 necessary for MCI to bill IXCs when MCI provides service using  
12 unbundled local switching purchased from BellSouth either on a stand-  
13 alone basis or in combination with other unbundled network elements."  
14 BellSouth provides access usage records via the Access Daily Usage  
15 File (ADUF). Currently ADUF includes records for interstate originating  
16 and terminating access calls. Recently, BellSouth agreed to provide  
17 records for intrastate toll calls in the same manner as it does for  
18 interstate calls. The new capability to provide intrastate toll records will  
19 be implemented in two phases. Usage records for intrastate calls  
20 (whether interLATA or intraLATA) carried by interexchange carriers  
21 (IXC's) will be provided no later than June 15, 1998. Since BellSouth  
22 does not bill terminating access for toll calls it carries, switch  
23 measurements for toll calls terminating to unbundled ports are not  
24 produced. BellSouth continues to develop the implementation  
25 schedule for providing records for these calls on ADUF.

1 Issue No. 12

2 HAS BELLSOUTH PROVIDED MCIMETRO WITH ACCESS TO  
3 DIRECTORY LISTINGS INFORMATION IN COMPLIANCE WITH THE  
4 TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'  
5 INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,  
6 SHOULD THE COMMISSION TAKE?

7

8 Q. WHAT ACCESS TO DIRECTORY LISTING INFORMATION IS  
9 BELLSOUTH REQUIRED TO PROVIDE TO MCIMETRO?

10

11 A. BellSouth is required by the Interconnection Agreement, Attachment  
12 VIII, Section 6.1.6.1 (Exhibit JDH-15), to "provide to MCI, to the  
13 extent authorized, the residential, business, and government subscriber  
14 records used by BellSouth to create and maintain its Directory  
15 Assistance Data Base, in a non-discriminatory manner."

16

17 Q. DOES THE AGREEMENT SPECIFICALLY ADDRESS DIRECTORY  
18 ASSISTANCE LISTINGS FOR INDEPENDENT TELEPHONE  
19 COMPANIES?

20

21 A. Yes. In Attachment VIII, Section 6.1.6.2, "Upon request, BellSouth  
22 shall provide an initial load of subscriber records...for ILECS, CLECs  
23 and independent Telcos included in their Directory Assistance  
24 Database, to the extent authorized. Also, Attachment VIII, Section  
25 6.2.2.2 adds that BellSouth shall provide MCI several lists including a

1 : "List of Independent Company names and their associated NPA-NXXs  
2 for which their listing data is a part of BellSouth's directory database,  
3 but BellSouth is not to provide the listing data to MCIm under this  
4 request."  
5

6 Q. HAS BELLSOUTH MADE ANY ADDITIONAL EFFORTS TO PROVIDE  
7 TO MCIMETRO ANY INDEPENDENT TELEPHONE COMPANY  
8 LISTINGS WHICH APPEAR IN BELLSOUTH'S DIRECTORY  
9 DATABASE?  
10

11 A. Yes. *In Florida, BellSouth has secured permission from the*  
12 *Independent Companies for which BellSouth performs directory*  
13 *assistance services to share this information with ALECs.*  
14  
15

16 Issue No. 13

17 HAS BELLSOUTH PROVIDED MCIMETRO WITH SOFT DIAL TONE  
18 SERVICE IN COMPLIANCE WITH THE TELECOMMUNICATIONS  
19 ACT OF 1996 AND THE PARTIES' INTERCONNECTION  
20 AGREEMENT? IF NO, WHAT ACTION, IF ANY, SHOULD THE  
21 COMMISSION TAKE?  
22

23 Q. IS SOFT DIAL TONE SERVICE ADDRESSED IN THE AGREEMENT?  
24  
25

1 A. Yes. In Attachment III under Technical Requirements for Local  
2 Switching , Section 7.2.1.11 (Exhibit JDH-16) states "Where BellSouth  
3 provides the following special services, it shall provide to MCI: ...

4 7.2.1.11.4 Soft dial tone where required by law. Where  
5 BellSouth provides soft dial tone, it shall do so on a  
6 competitively-neutral basis."

7

8 Mr. Milner discusses soft dial tone service in his testimony.

9

10 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

11

12 A. Yes.

13

14

15

16

17

18

19

20

21

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24

25

## PART A GENERAL TERMS AND CONDITIONS

### **Section 13. Continuing Obligations**

13.3 BellSouth agrees that it will provide to MCI on a nondiscriminatory basis unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. BellSouth further agrees that these services, or their functional components, will contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself or its Affiliates.

13.8 BellSouth agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale will be provided at least as expeditiously as BellSouth provides for itself or for its own retail local service or to others, or to its Affiliates, and that it will provide such services to MCI in a competitively neutral fashion.

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 2. ORDERING AND PROVISIONING**

##### **2.3 Systems Interfaces and Information Exchanges**

###### **2.3.1 General Requirements**

2.3.1.3 BellSouth and MCI shall agree on and implement interim solutions for each interface within thirty (30) days after the Effective Date of this Agreement, unless otherwise specified in Exhibit A of this Attachment. The interim interface(s) shall, at a minimum, provide MCI the same functionality and level of service as is currently provided by the electronic interfaces used by BellSouth for its own systems, users, or subscribers.

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 5. MAINTENANCE**

##### **5.1 GENERAL REQUIREMENTS**

5.1.1.1 During the term of this Agreement, BellSouth shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCI to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or combinations of elements as BellSouth provides itself, its subscribers any of its Affiliated or subsidiaries or any other entity. BellSouth shall provide MCI with the same level of maintenance support as BellSouth provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BellSouth uses and/or which are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to MCI under this Agreement.

5.1.1.2 Until an Electronic Interface is available, BellSouth shall provide access numbers to the state specific TRC (Trouble Reporting Center) based on class of service for MCI to report via telephone maintenance issues and trouble reports twenty-four (24) hours a day and seven (7) days a week.

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 2. ORDERING AND PROVISIONING**

##### **2.1 GENERAL BUSINESS REQUIREMENTS**

###### **2.1.3 Street Address Guide (SAG)**

2.1.3.1 Within thirty (30) days after the Effective Date of this Agreement, BellSouth shall provide to MCI the SAG data, or its equivalent, in electronic form. All changes to the SAG shall be made available to MCI on the same day as the change to the data is made.



## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 2. ORDERING AND PROVISIONING**

##### **2.3 Systems Interfaces and Information Exchanges**

###### **2.3.2 Ordering and Provisioning for Resale Services**

**2.3.2.5 At MCI's option, BellSouth will provide MCI the capability to validate addresses by access to BellSouth's Regional Street Address Guide (RSAG) via dial-up or LAN to WAN access. Implementation time frames will be negotiated between the parties.**

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 2. ORDERING AND PROVISIONING**

##### **2.2 Service Order Process Requirements**

###### **2.2.4 Desired Due Date (DDD)**

**2.2.4.3 BellSouth shall supply MCIIm with due date intervals to be used by MCIIm personnel to determine service installation dates.**

## PART A GENERAL TERMS AND CONDITIONS

### **Section 13. Continuing Obligations**

13.5 BellSouth Agrees that it will provide nondiscriminatory access to telephone numbers for as long as BellSouth remains the code administrator for the North American Numbering Plan.

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **Section 2. Ordering and Provisioning**

##### **2.1.8 Number Administration/Number Reservations**

**2.1.8.1** Until Number Administration functions are assumed by a neutral third party in accordance with FCC Rules and Regulations, BellSouth shall assign NXXs to MCI on a non-discriminatory basis in accordance with national guidelines. BellSouth shall provide the same range of number choices allowing the assignment of numbers while the subscriber is on the phone to MCI, including choice of exchange number, as BellSouth provides its own subscribers. Reservation and aging of numbers shall remain BellSouth's responsibility.

**2.1.8.2** Where MCI has not obtained its own NXX, BellSouth shall reserve up to 100 telephone numbers, per MCI request, per NPA-NXX (where available), for large business subscribers in the same manner as for BellSouth's own large business subscribers. BellSouth shall provide additional numbers at MCI's request as subscriber demand requires. Telephone numbers reserved in this manner may be released for other than MCI use only in the same manner that BellSouth would release numbers reserved for its own subscribers.

**2.1.8.3** Where MCI has obtained its own NXX, but has purchased BellSouth services for resale or Network Elements, BellSouth agrees to install the MCI NXX in BellSouth's switch according to the local calling area defined by BellSouth and perform appropriate number administration functions. Where MCI provides its own switching and obtains its own NXX code, BellSouth agrees to install the routing in its switches according to the local calling area defined by MCI.

**2.1.8.4** BellSouth shall accept MCI orders with assigned vanity numbers and blocks of numbers assigned for use with complex services including, but not limited to, DID, MULTISERV, and Hunting arrangements. Vanity numbers and numbers for use with complex services, DID and Hunting arrangements will be assigned by the LCSC on a case-by-case basis to meet the needs for specific service order activity.

2.1.8.5 Until the Electronic Interface exists for simple services number reservations, BellSouth shall use its best efforts to provide confirmation of a number reservation within twenty-four (24) hours of receiving a completed MCI's request. For reservations associated with complex services see 2.1.8.4.

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 2. ORDERING AND PROVISIONING**

##### **2.3 Systems Interfaces and Information Exchanges**

###### **2.3.2 Ordering and Provisioning for Resale Services**

**2.3.2.3.1.2 BellSouth shall provide MCI with CSR information, which may include CPNI, for preordering and ordering purposes, to the extent that BellSouth provides such information to other carriers, and upon the same terms and conditions that BellSouth uses for providing the same information to other carriers.**

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 2. ORDERING AND PROVISIONING**

##### **2.2 Service Order Process Requirements**

###### **2.2.9 Jeopardy Situations**

2.2.9.1 BellSouth shall provide to MCI notification of any jeopardy situations prior to the Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCI's service order as detailed on the FOC.

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 2. ORDERING AND PROVISIONING**

##### **2.2 Service Order Process Requirements**

##### **2.2.6 Firm Order Confirmation (FOC)**

2.2.6.1 BellSouth shall provide to MCI, via an electronic interface, a Firm Order Confirmation (FOC) for each MCI order provided electronically.



## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **SECTION 2. ORDERING AND PROVISIONING**

##### **2.5 Performance Measurements and Reporting**

##### **2.5.3 Provisioning Performance Standards**

**2.5.3.1 Installation functions performed by BellSouth will meet the following performance standards:**

**Firm Order Confirmation within:**

**Manual - within 24 hours 99% of the time**

**Electronic - within 4 hours 99% of the time**

## **Attachment IV**

### **INTERCONNECTION**

#### **Section 4. Network Servicing**

##### **4.2 Grade Of Service:**

**4.2.1 A blocking standard of one percent (.01) during the average busy hour, as defined by each party's standards, for final trunk groups between a MCI end office and a BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01). The blocking standard of one half of one percent (.005) will be used on trunk groups carrying interlata traffic.**

**4.2.2 For trunks carrying MCI interlata traffic, MCI may request BellSouth to report trunk group service performance and blocking standards to the industry.**

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **Section 4. Provision Of Subscriber Usage Data**

##### **4.1 Procedures**

###### **4.1.1 General**

4.1.1.1 BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCI.

##### **4.2 Information Exchange and Interfaces**

###### **4.2.1 Core Billing Information**

4.2.1.1 Recorded Usage Data all intraLATA toll and local usage. BellSouth shall provide MCI with unrated EMR records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCI for resale.

## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### **Section 6. Miscellaneous Services & Functions**

##### **6.1 General Requirements**

###### **6.1.6 Directory Assistance Data**

6.1.6.1 BellSouth shall provide to MCI, to the extent authorized, the residential, business, and government subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. MCI may combine this element with any other Network Element for the provision of any Telecommunications Service.

6.1.6.2 Upon request, BellSouth shall provide an initial load of subscriber records via electronic data transfer for ILECS, CLECs and independent Telcos included in their Directory Assistance Database, to the extent authorized.

##### **6.2 Systems Interfaces and Exchanges**

###### **6.2.2 Directory Assistance Data Information Exchanges and Interfaces**

6.2.2.2 This section addresses data format requirements and data inclusion requirements for directory assistance data information exchange between BellSouth and MCI. BellSouth shall provide MCI the following:

6.2.2.2.5 List of Independent Company names and their associated NPA-NXXs for which their listing data is a part of BellSouth's directory database, but BellSouth is not to provide the listing data to MCI under this request.

## **Attachment III**

### **NETWORK ELEMENTS**

#### **Section 7. Local Switching**

##### **7.2. Technical Requirements**

7.2.1.11 Where BellSouth provides the following special services, it shall provide to MCI:

7.2.1.11.4 Soft dial tone where required by law. Where BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis.